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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 3rd September, 2025

No. 535178-HIII(2)-2025/12397.—In exercise of the powers conferred by Section 286 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (Act 46 of 2023), read with the Government of India, Ministry of Home Affairs, New Delhi, Notification bearing No. S.O. No. 2506(E) dated 28.06.2024, the Administrator UT, Chandigarh is pleased to notify the Record of Forms for entering the particulars in summary trials by Magistrates as given in **Annexure 'A'.**

(By order and in the name of the Administrator, Union Territory, Chandigarh)

Dated Chandigarh,
The 25th August, 2025

MANDIP SINGH BRAR, IAS,
Chief Secretary-cum-Home Secretary
UT Chandigarh.

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Annexure-A

Summary Trial Case Form

(As per Section 286, BNSS, 2023)

1. Case Details:

- Case Serial Number:_____
- Name of the Court: _____
- Name of the Presiding Magistrate: _____
- Police Station: _____
- Case Reference Number (FIR/Complaint No): _____
- Date of Offence: _____
- Date of Complaint/Report: _____
- Mode of Case Institution (Police Report/Private Complaint/Other): _____

2. Complainant Details (if any):

- Name: _____
- Parentage_____
- Address: _____

Contact Number: _____

3. Accused Details:

- Name: _____
- Parentage ·_____
- Address: _____
- Age: _____
- Occupation: _____
- Contact Number: _____
- Whether in Custody (Yes/No): _____
- Date of Arrest (if Applicable): _____
- Whether Legal Aid Provided (Yes/No): _____

4. Details of Offence:

- Offence Complained of: _____
- Offence Proved (if different): _____

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- Relevant Sections of Law: _____
- Value of Property involved (if Applicable): _____

5. Trial Proceedings:

- Date of First Hearing: _____
- Plea of Accused (Guilty/Not Guilty): _____
- Examination of Accused (Summary of Statements): _____
- Evidence Presented: _____
- Witnesses Examined (if any):_____

6. Finding & Decision:

- Finding of Court (Convicted/Acquitted): _____
- Sentence or Final Order: _____
- Details of Fine/Penalty (if applicable): _____
- Probation Granted (if applicable) (Yes/No):_____

7. Conclusion:

- Date of Conclusion of Proceedings: _____
- Signature of Magistrate: _____
- Official Seal: _____

Additional Notes (if any):

_____

_____

Instructions for Use:

1. This form is to be filled by the Presiding Magistrate for all Summary Trial cases.
2. All Sections must be filled accurately.
3. If additional space is required, attach extra sheets with proper referencing.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 29th August, 2025

No. 13/1/9990(319607)-HII(2)-2025/13870.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **61/2023** dated **22.07.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

UNI EMPLOYEES UNION, CHANDIGARH THROUGH ITS PRESIDENT GURMEET SINGH AND GENERAL SECRETARY MAHESH AILDAS RAJPUT. (Workman)

AND

UNI (UNITED NEWS OF INDIA), SHOP NO.6, EKTA MARKET, VILLAGE ATTAWA, NEAR HOCKEY STADIUM, SECTOR 42-B, CHANDIGARH (Management)

AWARD

1. Vide Endorsement bearing No.13/1/9990-HII(2)-2023/9755 Dated 11.07.2023 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the demand notice dated 12.05.2023 raised by the UNI Employees Union, Chandigarh *(here-in-after referred "union")* upon the United News of India *(here-in-after in referred "management")* under Section 2(k) of the Industrial Disputes Act, 1947 *(here-in-after in short referred "ID Act")* in following words :-

> *"Whether the demand raised in the demand notice dated 12.05.2023 by the UNI Employees Union, Chandigarh through its president Gurmeet Singh and General Secretary Mahesh Aildas Rajput AND the managements UNI (United News of India), shop No.6, Ekta Market, village Attawa, Near Hockey Stadium, Sector 42-B, Chandigarh are genuine and justified. If so, to what effect and to what relief the Union/Workers are entitled to, if any ?"*

2. Briefly stated the Union raised the present demand notice for payment of pending salary under Section 2(k) of the ID Act and members of the Union are workmen of the management. Management is one of Asia's largest new agencies providing news services to the newspapers, print media as well as electronic media houses all over India. The management has over 200 employees across India including more than 100 employees at their Head Office at Delhi and 9 employees at Chandigarh office including Manager. It is submitted that the management-Company is carrying out systematic commercial activity of providing services for satisfaction of human wants & desires and management-Company is very well established in their line of business and constitute an 'Industry' within the provisions of Section 2(j) of the ID Act. Management-Company has its office at Chandigarh and Head Office at New Delhi. All the decisions pertaining to salary, finance and administration are taken by management-Company from Delhi Head Office through Mr. Ajay Kumar Kaul, who is the Editor-in-Chief, Head Office, New Delhi and Mr. Ramesh Kumar Sharma - Bureau Manager, Chandigarh respectively. The management-Company started delaying the payment of salaries of the members of the Union few years back and a huge backlog has been created as the last full salary paid to the members of the Union being from March, 2017, and in case of Mahesh Aildas Rajput from March, 2019. It is further submitted that one member of the Union namely Jagdev Singh had died in October, 2021, and

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Kuldeep Singh has resigned from management-Company in August, 2019. It is submitted that provident fund contributions and deductions have also not been deposited in their respective PF accounts by management since May, 2021. The members of the Union are very hardworking employees and doing their duty diligently with utmost punctuality and sincerity. The payment of salary of the workmen is made by bank transfer to their respective salary accounts. The members of the Union have received salary slips till June, 2022, which are generated and sent from management-Company's Head Office. Currently working members of the Union have not received salary slips from July, 2022 to till date. Provisions of The Industrial Employment (Standing Orders) Act, 1946 and The Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955 are applicable to the employees of the management. The members of the Union are doing work of unskilled, skilled nature, therefore, comes under the definition of Section 2(s) of the ID Act. The members of the Union have visited at New Delhi of the management from time to time for payment of pending dues and timely payment of salaries and even made telephonic enquiries many times but management-Company did not respond. Through the demand notice dated 03.10.2022 the Union demanded payment of pending salary of all members of the Union till June, 2022 i.e. ` 1,19,25,101/- along with interest @ 18% per annum. The individual details of salary backlog of the members of the Union is attached as Annexure A1. Copy of the demand notice and copy of India Postal Receipts is attached as Annexure 'A2' & 'A3'. The management-Company has not paid the pending salary and other dues till date. Non-payment of legitimately earned salary and other dues to the members of the Union is arbitrary, illegal, malafide, discriminatory and in utter violation of constitutional rights due to which the members of the Union have suffered immeasurable mental agonies, financial hardship and physical harassment, which deserves to be compensated in terms of money.

3. On notice, the management appeared through its authorized representative and contested the case by filing written submission wherein it is submitted that United News of India (UNI) is a multilingual News Agency in India, which was founded in December 1961 as an English news agency and currently has news services in 3 languages - English, Hindi and Urdu - besides the Photo Service. UNI is registered as a non-profit company under Section 8 of the Indian Companies Act, 2013 (Section 25 of erstwhile Companies Act, 1956). The shareholders of the company include leading newspapers like Anand Bazar Patrika, The Hindu, The Times of India, Hindustan Times, Indian Express, The Statesman, Deccan Herald, Dainik Jagran and Udayvani (of Manipal Group). For the last 61 years, the News Agency, with high degree of credibility and reputation, has been providing news services to hundreds of Media Outlets, Government Departments, Raj Bhavans and major Political Parties. At present, there are nearly 500 big and small media outlets utilizing our services in English, Hindi and Urdu languages and the Photo service. Sadly, over the last decade or so, the company has been recording a huge fall in its revenues while the expenses continued to mount. While the revenues went on a downward slide, the expenses increased substantially, mainly on account of the implementation of the government-appointed Wage Board Awards which came in 2011. A major hit to the revenues came in October 2020 when Prasar Bharati decided to stop subscribing to the UNI services. The subscription amount from Prasar Bharati, as per a 2005 agreement, was ` 57,50,000/-monthly. Out of this amount, Prasar Bharati withheld 25 percent from April 2016, and with effect from October 2020 and terminated the subscription arrangement. At that time, UNI was getting ` 43,12,500/- per month. This decision added to the financial distress of UNI. Even the amount of ` 7,81,79,463 in arrears on account of 25% withheld from April, 2016 to September, 2020 is yet to be paid to UNI by the Prasar Bharati, despite pleas to the national broadcaster and the government. The COVID-19 pandemic and the associated lockdown badly hit the media industry and, in turn, hurt UNI immensely. Since the subscribers suffered financially due to the pandemic and lockdown, it led to a substantial drop in their revenue collections. The National Council for Promotion of Urdu Language (NCPUL), under the Union Ministry of Education, stopped providing subsidy to UNI for its Urdu Language

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news service because of changes in the government policy which caused a recurring loss of revenue to UNI to the tune of around ` 18 Lacs per month. The availability of funds recorded choking when all the 4 Bank Accounts of the company in Delhi were attached on the orders of the SDM, Chanakyapuri in May and June, 2022. As a result of these developments and actions, the monthly availability of funds kept falling sharply. Consequently, UNI accumulated liabilities to the tune of nearly ` 120 crores and the dues continue to mount by each passing month. The liabilities are on various counts, including dues on account of salaries, gratuity, PF, leave encashment and Thrift & Credit Society payments of Ex-employees as well as present staffers. In view of the distressful situation, the United News of India Workers Union approached the Hon'ble National Company Law Tribunal (NCLT, New Delhi, with the plea for initiation of Insolvency and Bankruptcy Code (IBC) process. The Hon'ble NCLT appointed Mrs. Pooja Bahry as the Interim Resolution Professional (IRP). Under the IBC process, the appellants of the UNI Union, Chandigarh, have filed their legitimate claims regarding all of their dues, including salaries etc, up to May 19, 2023, through Form D as creditors and the same has been admitted by the IRP. It is further submitted that the appellants were being paid ` 15,000/- per month as part-salary in view of the acute financial crisis being faced by the company and because of which the IBC process has been initiated. The remaining part of the salaries was getting accumulated, with effect from May 20, 2023, as CIRP cost and it was to be paid after the implementation of a successful Resolution Plan. The concerns and claims of the appellants of UNI Union Chandigarh regarding their dues are being taken care of under the IBC process mandated by the Hon'ble NCLT, New Delhi, Branch II. Therefore, the appellants of UNI Union Chandigarh have no cause to make prayer in this Court as it would amount to making claims with two Legal Authorities for the same amount of dues. A prayer was made to quash the case to avoid overlapping of the legal proceedings in the same matter.

4. Replication not filed. From the pleadings of the parties, following issues were framed vide order dated 08.02.2024 :-

1. Whether the demand raised in the demand notice dated 12.05.2023 by the UNI Employees Union, Chandigarh is genuine and justified ? If so, to what effect and to what relief the Workers' Union / Workers are entitled to, if any ? OPW

2. Relief.

5. On 22.07.2025, during the pendency of the present industrial dispute reference, the General Secretary of the Union made the statement, which runs as under :-

> *"I being the General Secretary of United News of India Employees Union (Chandigarh) withdraw the present claim statement as the matter stands settled in NCLT, Delhi Bench, Delhi (Court-II). The amount has been disbursed to the employees as per NCLT order dated 12.02.2025."*

6. In the view of above statement, the present industrial dispute reference stands disposed off accordingly. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . .,
(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.

Dated : The 22nd July, 2025

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 29th August, 2025

No. 546927-HII(2)-2025/13872.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **104/2021** dated **28.07.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

KRISHAN LAL S/O SITA RAM R/O H.NO. 1327, SECTOR 37, CHANDIGARH. (WORKMAN)

AND

1. MC MUNICIPAL CORPORATION SECTOR 17, CHANDIGARH.
2. M/S DESIGN & DECORE, SCO 83, IIND FLOOR, SWASTIK VIHAR, MDC, SECTOR 5, PANCHKULA. (MANAGEMENT)

AWARD

1. Workman Krishan Lal has presented Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the case of the workman is that he was selected on the post of Mali in Sector 35, Chandigarh by the Municipal Corporation on outsource basis on 19.09.2013. He was allotted duties and for withdrawal of salary, he opened his savings account No.55147912310 on 09.07.2013 with State Bank of Patiala, Sector 22-B, Chandigarh. He was issued Employees' State Insurance Corporation IP No.2612835445. He stated that he worked continuously up to 25.09.2018 as per the instructions and directions of the management of Municipal Corporation and he was punctual & honest towards his duties and was directly working under the control of the Municipal Corporation and under the control of Shri Harchand - Junior Engineer, Municipal Corporation, Chandigarh. He stated that suddenly on 26.09.2018, Shri Rajinder Babu refused to take him on duty without any fault and on questioning it was told to him that the Administration has desired so and he has to follow the directions of the Administration. The workman submitted that during his entire service tenure there was no charges against him, no notice of termination was ever issued to him. The junior workers were still working as such there is violation of principles of natural justice. The management has not issued any memo or charge sheet or conducted any inquiry before termination of his service. The workman requested to the concerned Officer number of times to take him back on duty but the management did not hear his genuine request. He stated that he was totally unemployed and the management never offered any notice pay and compensation to him which is a pre-requisite of Section 25F of the ID Act. It is submitted that the management has violated the provisions of Section 25F, 25G & 25H of the ID Act and other provisions of the ID Act. Action of the management is based on 'hire & fire' policy and is colourable exercise of power. After his illegal termination of services, he is unemployed. His wife is housewife and he is having six children. His last drawn salary up to 12.09.2018 is ` 7,969/-. The salary of the period August, 2013 to September, 2018 has not been paid as per DC rates. He was not paid leave with wages, arrears of wages from August 2013 to September, 2018, bonus, over time wages. It is prayed that his termination may be declared as null & void and he may be reinstated into service with continuity of service, full back wages and all other applicable consequential benefits.

3. Upon notice, management No.1 i.e. Municipal Corporation, Chandigarh filed written reply submitting that the Municipal Corporation is not 'Industry' as per the ID Act. Further the present industrial dispute is

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mainly between M/s Design & Decore and the workman. The Municipal Corporation, Chandigarh is not the employer of the workman. In the year 2018, a tender was invited for providing the services of Malies for Horticulture Wing of Municipal Corporation and M/s Design & Decore being eligible was allotted the work of providing Malies on outsource basis vide allotment No.4880-90 dated 02.05.2018. There was no privity of contract between the workman and Municipal Corporation. Remaining averments of claim statement were denied and prayer was made for dismissal of the claim of the workman.

4. Thereafter vide order dated 02.04.2024 M/s Design & Decore, SCO No.83, IInd Floor, Swastik Vihar, MDC, Sector 5, Panchkula was impleaded as management No.2. Thereafter the said impleaded management appeared before the Court and filed written statement taking preliminary objections interalia on the ground of maintainability. It is stated that from the claim statement of the workman it was not clear as to from which management the workman was claiming the relief. Further, the answering management was never served with any demand notice before the Assistant Labour Commissioner. It was only after order dated 02.04.2024 passed by this Court, the answering management appeared before this Court. The workman had no relief against the answering management. It was stated that the workman was appointed on 03.05.2018 as Mali and deployed with management No.1 and worked only for three months i.e. from 03.05.2018 to 25.09.2018. He did not complete 240 days of service. The answering management had never terminated his services. Hence, question of payment of retrenchment or notice pay does not arise. It is stated that the workman himself left the job and never returned for duty. He was paid salary for the days he worked in the month of September, 2018, as per the attendance register received from management No.1. Prayer was made for dismissal of the claim of the workman.

5. The workman filed separate rejoinders to the written statement of management No.1 as well as written statement of management No.2 wherein he reiterated the contents of the claim statement and denied the averments taken by the management No.1 & 2 in their sperate written statements.

6. From the pleadings of the parties, following issues were framed vide order dated 04.11.2024 :-

1. Whether the termination of the services of the workman is illegal, if proved in affirmative to what extend and to what relief the workman is entitled to ? OPW
2. Whether the management No.1 does not fall within the definition of 'Industry' as defined under Section 2(j) of the ID Act ? OPM (management No.1)
3. Whether there is no relationship of employer-employee between the management No.1 and the workman ? OPM (management No.1)
4. Whether the claim statement is bad for mis-joinder of parties ? OPM (management No.2)
5. Whether the claim statement is not maintainable ? OPM (management No.2)
6. Relief.

7. Thereafter, both the parties were called upon to lead their respective evidence.

8. In evidence of the workman, workman himself appeared in the witness box as AW1 and tendered in evidence his duly sworn-in affidavit Exhibit 'AW1/A'. He also tendered into evidence copies of documents i.e. failure report bearing Memo No.1359 dated 05.07.2021 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh **Exhibit 'W1'** and claim statement **Exhibit 'W2'.** Thereafter, the workman closed the evidence in affirmative.

9. In evidence of the management, Harchand Singh - Junior Engineer (Horticulture), Municipal Corporation, Chandigarh (witness of management No.1) appeared as MW1 and tendered his duly sworn-in affidavit Exhibit 'MW1/A'. He also tendered into evidence documents i.e. copy of letter bearing Endorsement No.4880-90 dated 02.05.2018 addressed from Executive Engineer, Horticulture Division, Municipal Corporation, Chandigarh to M/s Design & Decore, Panchkula regarding allotment of tender for the period 03.05.2018 to 02.05.2019 **Exhibit 'M1'.**

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10. Management No.2 did not lead any evidence and Learned Representative for management No.2 suffered the statement that he does not want to lead any evidence on behalf of management No.2.

11. None appeared on behalf of management No.1 on 04.07.2025 as such it was proceeded against ex-parte.

12. I have heard the arguments of Learned Representative for the workman as well as Learned Representative for management No.2 and perused the file carefully with their able assistance. My issue-wise finding are as below :-

Issue No. 2 -

13. This issue is taken up in the first instance as the management No. 1 had taken preliminary objection to the effect that Municipal Corporation does not fall within the definition of 'Industry' as defined under Section 2(j) of the ID Act. Onus to prove this issue laid upon the management No.1.

14. In the written statement, management No.1 has submitted that the Municipal Corporation is not an 'Industry' as the legal functions described as primary and inalienable function of the State delegated to the Municipal Corporation are excluded from the definition of 'Industry' defined under the ID Act.

15. Section 2(j) of the ID Act defines 'Industry' as any business, trade, undertaking, manufacture or calling of employers and includes any calling service, employment, handicraft or industrial occupation or avocation of workmen.

The definition of 'Industry' was elaborated upon by the Hon'ble Supreme Court in ***Bangalore Water Supply & Sewerage Board Versus R. Rajappa & Others, 1978 AIR 548 (SC).*** The Court held that

i) Any activity will be "Industry" if it fulfills the 'triple test' as under -

a) There is systematic activity;

b) organised with the co-operation between employer and employees; and

c) for the production and distribution of goods and services whether or not capital has been invested for this activity.

ii) It is immaterial whether or not there is profit motive or whether or not there is a capital.

iii) Dominant nature test - where there are complex of activities, some of which qualify for exemption, others not, involve employees on the total undertaking some of whom are not workman or some departments are not productive of goods & services if isolated, even then the pre-dominant nature of the services and the integrity nature of the departments will be true test, the whole undertaking will be 'Industry' although those who are not 'workmen' by definition may not benefit by status.

iv) The exceptions to "Industry" are -

a) Casual activities (because they are not systematic);

b) Selfless charitable activities carried on through volunteers e.g. free legal or medial service; and

c) Sovereign functions - strictly understood i.e. maintenance of law & order, legislative functions and judicial functions.

16. The Hon'ble Supreme Court in case titled as ***State of Rajasthan Versus Mst. Vidyawati, 1962 Supp. (2) SCR 989 P 1002,*** has also observed, *"In this connection, it has to be remembered we have established a welfare State, whose functions are not confined only to maintaining law & order but extend to engaging in all activities including industry, public transport, state trading, to name*

only a few of them. In so far as the State activities have such wide ramifications involving not only the use of sovereign powers but also its powers as employers in so many public sectors, it is too much to claim that the State should be immune from the consequence of tortious acts of its employees committed in the course of their employment as such."

17. In the case in hand, the Municipal Corporation is performing public utility service which is a non-sovereign function and therefore when a dispute arises between Municipal Corporation and its employees relating to non-sovereign industrial activities, it is considered to be an industrial dispute under the ID Act and accordingly, the management No.1 falls within the definition of "Industry". As such, this issue is decided against management No.1 and in favour of the workman.

Issue No. 1 & 3 -

18. Both these issues are taken up together being interlinked and in order to avoid repetition. The workman is required to prove issue No.1 whereas management No.1 is required to prove issue No.3.

19. The workman AW1 vide his affidavit Exhibit 'AW1/A' deposed that he worked under the administration of management No.1 under the control of Harchand Singh - Junior Engineer Superintendent and Rajinder Babu, MC, Chandigarh. He was never instructed by M/s Design & Decore. He filed a case in the Court of Assistant Labour Commissioner, Sector 30, Chandigarh. He filed the demand notice and the Assistant Labour Commissioner gave his report Exhibit 'W1' with the advice that workman should approach this Forum for adjudication of the case. He deposed that his family was facing starvation since 25.09.2018 and ultimately, he was put to loss of at least ` 10,000/-per month. He deposed that juniors were working regularly on outsource basis and workman was required to be paid at DC rates. He stated that and there was serious violation of Section 25F, 25G & 25H and other provisions of the ID Act.

20. On the other hand, MW1 Harchand Singh - JE (Horticulture), MC, Chandigarh deposed that in the year 2018, the Horticulture Wing issued a tender for engaging the services of Malies in order to maintain public parks and green spaces. The tender process was conducted in accordance with statutory guidelines and M/s Design & Decore was awarded the work vide allotment No.4880-90 dated 02.05.2018 (Exhibit 'M1'). He deposed that the workman was engaged by M/s Design & Decore for performing the work assigned in the tender and his employment, wages and service conditions were governed solely by the contractor.

21. Learned Representative for the workman argued that the services of the workman were terminated illegally on 25.09.2018 though he was working since the year 2013 under the control of Harchand Singh - Junior Engineer, Municipal Corporation. Learned Representative for the workman further submitted that the management had violated the provisions of Section 25F of the ID Act and workers junior to him were still working. The management No.1 has placed on record tender for providing service of Malies in various gardens and green belt parks under Horticulture Division of management No.1 (Exhibit 'M1'). MW1 deposed that the management No.2 was allotted the tender vide letter No.4880-90 dated 02.05.2018. The workman in his rejoinder / replication has admitted the said fact. The workman during his cross-examination has also specifically admitted that he was engaged by M/s Design & Decore - management No.2 with Municipal Corporation, Sector 17, Chandigarh - management No.1 as a contractual worker.

22. Learned Representative for the workman submitted that management No.1 was the principal employer of the workman and workman has been working under him on outsource basis since 19.09.2013. The workman during his cross-examination made voluntarily statement that he was engaged on 19.09.2013 by Shri Harchand Singh - Junior Engineer. At the same time, he also specifically admitted that no appointment letter was every issued to him by management No.1 & 2. He further admitted that he was never issued identity card by management No.1. MW1 during his oral testimony stated that the workman remained in employment for the period of one year and management No.1 was making payment of wages to the contractor. He stated that wages were released after submission of the pay-bill by the contractor. He specifically stated that he could not say whether the workman remained deployed in Municipal Corporation from 19.09.2013 to 25.09.2018.

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23. It is contention of the workman that he was engaged by the Municipal Corporation on outsource basis on 19.09.2013. The onus to prove that the workman was working since 19.09.2013 with management No.1 laid heavily upon the workman. However, the workman has not produced any evidence in this regard. Admittedly, no appointment letter was issued by the management No. 1 & 2 in favour of the workman and, as such, workman has not been able to establish that there was a relationship of employer & employee between management No.1 and him. Reliance is placed upon authority of Hon'ble Supreme Court in ***Balwant Rai Saluja & Another Versus Air India Limited & Others, 2015 AIR SC 375*** wherein the Hon'ble Supreme Court held that the relevant factors to be taken into consideration to establish an employer-employee relationship would include, inter alia,

a) who appoints the workers;

b) who pays the salary / remuneration;

c) who has the authority to dismiss;

d) who can take disciplinary action;

e) whether there is continuity of service; and

f) extent of control & supervision i.e. whether there exists complete control & supervision.

24. As per record, it is duly proved on record that the workman was engaged as outsource employee by the management No.2 with the principal employer i.e. management No.1 on 03.05.2018. Further it is also an admitted fact that no appointment letter as well as written letter of termination of services was ever issued to the workman. MW1 during his oral testimony stated that the contractual workers were provided, substituted and disengaged by the contractor at their own level. As such it has not been proved that the services of the workman were terminated by the management No.1. Therefore, the provisions of Section 25F of the ID Act are not attracted in the present case since there is no relationship of employer & employee between management No.1 and workman. Hence, it cannot be said that the services of the workman were terminated by management No.1 and consequently management No.1 has not violated any provisions of the ID Act.

25. The workman during his cross-examination has specifically stated that he was not claiming any relief from the contractor - management No.2 and he has no concern with Design & Decore. Accordingly, issue No.3 is decided in favour of management No.1 and against the workman whereas issue No.1 is decided against the workman and in favour of the management.

Issue No.4 & 5 -

26. Onus to prove both these issues laid upon management No.2. Learned Representative for management No. 2 has not pressed these issues during the course of arguments. Hence, both these said issues stand disposed off accordingly.

Relief-

27. In the view of aforesaid findings, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to the records.

(Sd.) . . .,
(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.

Dated : The 28th July, 2025

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 29th August, 2025

No. 546934-HII(2)-2025/13874.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **122/2021** dated **22.07.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SUBASH CHANDRA S/O SH. RAM LOLARAKH R/O HOUSE NO. 194, BHAPU DHAM COLONY, SECTOR 26, CHANDIGARH. (WORKMAN)

AND

1. MANAGING DIRECTOR, PNB METLIFE INDIA INSURANCE COMPANY, 1ST FLOOR, TECHNIPLEX COMPLEX, VEER SARVARKAR FLYKAR, GOREGOAN (WEST), MUMBAI, MAHARASHTRA - 400062.

2. THE BRANCH MANAGER, PNB METLIFE INDIA INSURANCE COMPANY, 2ND & 3RD FLOOR, SCO 68-69, SECTOR 17B, CHANDIGARH - 160017. (MANAGEMENT)

AWARD

1. Workman Subash Chandra has preferred the Industrial Dispute under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, facts of claim statement are that the workman was working with respondent-management with a salary of ` 29,146/- per month since 28.08.2018 and in the month of September, 2019, the management had given a task to their employees that those who will sell out the insurance policies of `10,00,000/- in a month, the company will provide trip to Barcelona / Mendrite for a period of 4 days and 5 nights as reward. The workman submitted that he achieved the said task and sold out the insurance policies of more than ` 12,50,000/- in the month of September, 2019. Thereafter, he applied for his reward of trip to Barcelona / Mendrite but the management postponed the matter on one pretext or another. The management did not release the winning reward to the workman. The workman made request to the management both orally as well as written. The workman also sent many mails on the e-mail Id. of the management. However, in order to escape from their legal and enforceable liability, the management terminated the services of the workman during the lockdown period on 21.04.2020 without giving any mandatory notice. The workman submitted that he was appointed by the management in their office at Sector 17, Chandigarh and he worked continuously without any break. His termination is illegal, void and arbitrary. It is averred that the management followed the policy of 'pick & choose' and illegally removed him from service. It is further stated that the management comes under the definition of 'Industry' and the workman is a 'workman' as defined under the ID Act. It is stated that management had violated the provisions of Section 25F of the ID Act as well as Section 25G & 25H of the ID Act. The juniors have been retained in service while his services have been terminated. As such, it is prayed that termination order may be set aside and workman be reinstated with continuity of service, full back wages and all service benefits as well as salary and winning award may be released to him.

3. The management filed written reply to claim statement raising preliminary objection that the applicant does not fall within the preview of definition of 'workman' as defined under Section 2(s) of the ID Act. The

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workman was essentially performing the administrative and managerial work which requires intellectual skills in order to deliver his duties. Further, no cause of action arose in his favour. The workman was appointed for the post of "Relationship Manager" Grade 9S with a total salary of ` 3,50,000/- per annum and his date of joining was on or before 5th September, 2018 with work place at Chandigarh which was accepted by him. Thereafter, employment agreement termed as 'Appointment Letter' dated 21.08.2018 was executed between him and company. He was hired to perform managerial work assigned to him. However, the company from its reliable sources came to know about his involvement in unethical business practice. Accordingly, investigation was conducted and during the said investigation company received the information and proofs which showed that he was engaged in practice of document forged - MHR photo morphed which is actionable as per malpractice matrix Clause 1(e) for application No.680906861. The applicant had himself breached the code of conduct and the terms & conditions of the employment. Accordingly, the company issued a show-cause notice dated 27.02.2020 and he was called upon to show cause as to why appropriate action as warranted not to be taken against him. The applicant replied to the show-cause notice vide e-mail dated 29.02.2022 and it was found that he failed to provide any satisfactory explanation and prove his innocence. The management decided to terminate the employment of the workman with company w.e.f. 21.04.2020. Termination letter dated 21.04.2020 was issued as per policies of the company. The management's insurance company settled the account of the applicant wherein the applicant was eligible to get amount of ` 15,852/- and the same was paid to him. It was stated that on 25.04.2020, the applicant via e-mail requested the company to convert his termination into resignation and the company accepted the resignation of the applicant and issued the relieving letter dated 14.05.2020 to the applicant. The applicant lodged the complaint regarding non-receipt of the incentive pay-out of the September, 2019 Contest and the same was checked by the Company. The contest fulfillment took place in May, 2020 and as per terms & conditions of September, 2019 contest, it was mandatory that the employee status must be "active" on the date of award distribution. Since the applicant left the organisation on 21.04.2020, he was not found eligible and the same was informed to him through e-mail dated 14.05.2020. It is stated that the applicant had filed the claim statement in order to hide his misconduct while discharging his official duties. A prayer was made for dismissal of the claim of the workman.

4. Replication to the written reply filed wherein the workman reiterated the contents of the application and opposed the averments made by the management in its written statement.

5. From the pleadings of the parties, following issues were framed vide order dated 07.03.2023:-

1. Whether the termination of the workman is illegal ? OPW

2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and all other consequential benefits, as prayed for ? OPW

3. Whether the applicant does not fall within the definition of the 'workman' as defined in Section 2(s) of the ID Act ? OPM

4. Whether the claim statement is not maintainable ? OPM

5. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, workman himself stepped into the witness box as AW1 and tendered his duly sworn-in affidavit Exhibit 'AW1/A' and thereafter the applicant closed the evidence in affirmative.

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8. In evidence of the management, Parveen Kumar - Assistant Manager (Services) appeared as MW1 and tendered his duly sworn-in affidavit Exhibit 'MW1/A' along with copies of documents:-

Appointment letter dated 21.08.2018 issued to the workman	**Exhibit 'M1'**
Show-cause notice dated 27.02.2020 issued to the workman	**Exhibit 'M2'**
Reply dated 29.02.2020 through e-mail of show cause notice dated 27.02.2020	**Exhibit 'M3'**
Termination letter dated 21.04.2020 issued to the workman	**Exhibit 'M4'**
Details of full & final settlement dated Nil	**Exhibit 'M5'**
Executive summary relating to workman's e-mail dated 05.05.2021	**Exhibit 'M6'**
Hardcopy of e-mails communication between the workman and the management	**Exhibit 'M7'**
Relieving letter dated 14.05.2020 issued to the workman by the management	**Exhibit 'M8'**
Duly sworn-in affidavit under Section 63 of BSA	**Exhibit 'M9'**

Thereafter, the Learned Representative for the management closed the evidence on behalf of the management.

9. I have heard the arguments of Learned Representatives for the parties and gone through the file carefully with their able assistance.

Issue No. 3-

10. This issue is taken up in the first instance as the management has taken preliminary objection that the applicant-workman does not fall within the definition of 'workman' as defined under Section 2(s) of the ID Act.

11. Learned Representative for the management submitted that nature of work performed by the workman was essentially administrative and managerial and not manual or clerical. He submitted that the workman was appointed as 'Relationship Manager' Grade 9S with a total emoluments of ` 3,50,000/- per annum and employment agreement termed as 'Appointment Letter' dated 21.08.2018 was executed to the said effect between the workman and respondent-Company. On the other hand, Learned Representative for the workman submitted that the applicant-workman is a 'workman' as defined under Section 2(s) of the ID Act, which runs as under :-

> *"2(s) "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceedings under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or*

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whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or

(ii) who is employed in the police service or as an officer or other employee of a prison; or

(iii) who is employed mainly in a managerial or administrative capacity; or

(iv) who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.] ."

12. Perusal of the record reveals that the workman in his rejoinder has admitted the fact regarding his appointment as 'Relationship Manager' and issuance of appointment letter dated 21.08.2018. The workman himself appeared in the witness box as AW1 and vide his affidavit Exhibit 'AW1/A' deposed that the department comes under the definition of 'Industry' and he is a 'Workman'. However, MW1 Parveen Kumar - Assistant Manager (Services) vide his affidavit Exhibit 'MW1/A' testified that nature of work assigned to the workman was not manual or clerical but essentially administrative & managerial and his work required application of intellectual skills in order to deliver his services to the company.

13. In ***Bangalore Water Supply & Sewerage Board Versus R. Rajappa & Others, 1978 AIR 548 (SC)*** the Hon'ble Supreme Court of India as held that an 'Industry' as defined under Section 2(j) has wide import and nature of activities is the determining factor. Systematic activity in which trade or business is generally organised would be an 'Industry'.

In ***S. K. Maini Versus Carona Sahu Co. Ltd., 1994 LLR 321 (SC)*** the Hon'ble Apex Court has held that designation of an employee is not of much importance and what is important is the nature of duty being performed by the employee.

In ***Anand Regional Coop. Oil Seedsgrowers' Union Limited Versus Shaileshkumar Harshadbhai Shah, 2006(6) SCC 548*** Held, for determining the question as to whether a person employed in an industry is a 'workman' or not inter alia the nature of work and his terms of appointment and job performed are relevant and no undue importance is to be given to the designation. The prime duties performed have to be seen. It is necessary to be proved that there were some employees working under him whose work was required to be supervised. Being incharge of the section alone and that too it being a small one, would not answer the test.

14. In the case in hand, the respondent-management has failed to establish by leading cogent evidence that the workman was performing any administrative or managerial duties and there were some persons working under his control. The workman was not questioned on the said aspect even during his cross-examination. Except for placing on record the appointment letter, the respondent-management has not led any other evidence in order to prove their contentions. Mere designation of the workman as 'Relationship Manager' does not *ipso facto* establish that he was performing any administrative or managerial capacity with an authority to control. Accordingly, this issue is decided against the management and in favour of the workman.

Issue No. 1 & 2-

15. Both these issues are taken up together being interconnected and in order to avoid repetition. The workman is required to prove both the said issues.

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16. The workman stepped into the witness box as AW1 and vide his affidavit Exhibit 'AW1/A' deposed inconsonance with the facts as detailed in the claim statement. He deposed that the respondent-Company is incorporated under the Companies Act, 1956 and he was working with the respondent-management since 28.08.2018 with a monthly salary ` 29,146/-. He deposed that in the month of September, 2019, the respondent-management had given a task to their employees that any employee who will sell out the insurance policies of `10 Lacs in a month, the Company will provide a trip to Barcelona / Mendrite for a period of 5 days and 4 nights. He deposed that he achieved the task and sold out insurance policies of almost more than ` 12,50,000 in September, 2019 but he was not provided the winning trip despite repeated requests, verbal as well as written. He deposed that the management in order to escape its liability terminated his services during lock-down period of 21.04.2020 without giving any mandatory notice. As such termination order is illegal, void and arbitrary. He further deposed that the respondent-management had retained his hard earned salary.

17. On the other hand, Parveen Kumar - Assistant Manager appeared as MW1 and vide affidavit Exhibit 'MW1/A' deposed that the workman had approached the respondent-insurance company for the job and with reference to the application submitted by him and subsequent discussions, he was given appointment for the post of 'Relationship Manager' and the same was accepted by the workman and the appointment letter was executed between the workman and company. He deposed that the company from some of its reliable sources came to know about the workman's involvement in unethical business practices. Investigation was conducted by the Company and during the said investigation the Company has received information & proofs which clearly show that he was engaged in unethical business practice of 'Document Forged-MHR Photo Morphed' which is actionable as per Malpractice Matrix Clause 1(e) for application. He testified that the workman was issued a show-cause notice dated 27.02.2020 to which he filed reply. The said reply was considered but the same was not found to be satisfactory and ultimately termination letter dated 21.04.2020 was issued to the workman. The respondent-insurance company settled the account of the workman wherein he was eligible to get ` 15,852/- and the same was paid to him. He further stated that on 25.04.2020 the workman vide e-mail requested the Company to convert his termination to resignation and the company accepted his request and issued relieving letter dated 14.05.2020 to the workman. As far as non-receipt of incentive pay out is concerned, the said witness deposed that the contest fulfillment took place in May, 2020, and as per conditions of September, 2019 contest, it was mandatory that employee status must be 'active' on the date of distribution of award. The workman has left the organisation on 21.04.2020. He was not eligible for pay out incentive and the same was informed to him vide e-mail dated 14.05.2020.

18. Admittedly, the workman was offered appointment for the post of 'Relationship Manager' with place of work at Chandigarh and the appointment letter Exhibit 'M1' was issued to him and the workman joined the company in August, 2018.

19. It is the contention of the workman that in September, 2019, the management offered incentive / reward of trip to Barcelona / Mendrite for a period of 5 days & 4 nights to the employees who sold insurance policy to the tune of `10 Lacs per month and while working with the respondent-Company in the month of September, 2019 he sold the insurance policies more than ` 12.50 Lacs. He further stated that the management did not provide the winning trip instead of repeated requests.

20. On the other hand, MW1 Parveen Kumar deposed that the company from its reliable sources came to know about some unethical practices at work place being followed by the workman. The matter was investigated by the Company which ultimately led to issuance of show cause notice dated 27.02.2020 / Exhibit 'M2'.

21. The perusal of the notice Exhibit 'M2' reveals that the Company intimated the workman about the information and the proofs received which made the company having reasons to believe that the

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workman was engaged in unethical business practice of Document Forged - MHR Photo Morphed and the workman was called upon to show-cause as to why appropriate action as warranted not be taken against him. The workman in response to the said show-cause notice sent an e-mail to the company on February 29, 2020 Exhibit 'M3' requesting the company to remove the allegation. MW1 deposed before the Court that the workman failed to provide any satisfactory explanation and management decided to terminate his services vide letter dated 21.04.2020 and the entire claim of the workman was settled to tune of ` 15,852/- which was paid to him. He had further deposed that thereafter on request of the workman his termination was converted to the resignation on 14.05.2020 and he was relieved vide letter dated 14.05.2020.

22. Learned Representative for the management had drawn the attention of the Court towards executive summary dated 05.05.2021 / Exhibit 'M6'. He submitted that the executive summary / Exhibit 'M6' is for R n R. MW1 had admitted that the executive summary Ex. 'M6' is the internal conversation of the management and it mentioned that as per criteria laid in September, 2019, the workman had qualified for R n R (Reward & Recognition). However, close scrutiny of Exhibit 'M6' shows that the contest fulfillment took place on May 2020 and as per policy any employee was eligible for R n R if Active (not resigned). It is further mentioned that since the workman has left the organisation, he was not eligible for any pay out and the workman was communicated over telephonic discussions and e-mails highlighting his ineligibility as per terms & conditions of the contest.

23. It transpires from the record that admittedly the workman had achieved task of selling more than ` 10 Lacs policy in September, 2019 but at the same time, he was also issued show-cause notice for alleged unethical business practice. His services were terminated and his termination was subsequently converted into resignation in May, 2020 on the request of the workman. Admittedly, the workman was not 'Active' member of the company at the time of fulfillment of contest in May, 2020. He was already paid the settled amount of ` 15,852/-. Further, there is no evidence on record led by the workman to the effect that the management has retained his hard-earned salary and the amount of hard-earned salary so stated to be due to him does not find mention either in the claim statement or in the oral testimony of the workman. There is no evidence on record led by the workman to show that his termination is illegal and he is entitled to continuity of service and other consequential benefits.

24. Accordingly, both these issues are decided against the workman and in favour of the management.

Issue No. 4 -

25. Onus to prove this issue laid on the management. Learned Representative for the management has not pressed this issue during the course of arguments. Accordingly, this issue stands decided against the management, being not pressed.

Relief :-

26. In the view of foregoing finding on the issues No. 1 & 2 above, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to the records.

(Sd.) . . .,
(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.

Dated : The 22nd July, 2025.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 29th August, 2025

No. 546913-HII(2)-2025/13876.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **98/2021** dated **18.07.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

MOHAMMAD SHAKIL KHAN, AGED 60 YEARS, S/O LATE MOHD. AMIN KHAN, R/O HOUSE NO. 272, JARNAIL ENCLAVE, NEAR COMMUNITY CENTRE, VHAVAT, ZIRAKPUR, DISTRICT SAS NAGAR MOHALI, PUNJAB. (WORKMAN)

AND

1. M/S MODERN PACKAGERS, PLOT NO. 3136, INDUSTRIAL AREA, PHASE 2, RAM DARBAR, U.T. CHANDIGARH THROUGH ITS PROPRIETOR / CHIEF EXECUTIVE OFFICER.

2. SH. UPENDER SINGH, PROPRIETOR / CHIEF EXECUTIVE OFFICER, M/S MODERN PACKAGERS, PLOT NO. 3136, INDUSTRIAL AREA, PHASE 2, RAM DARBAR, U.T. CHANDIGARH. (MANAGEMENT)

AWARD

1. Workman Mohammad Shakil Khan has preferred the present industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the facts of claim statement submitted by the workman are that he was working as Helper with the management continuously since 15.10.2001 and there was no complaint whatsoever against him. It is stated that management No.1 is the sole Proprietorship concern established in 1992 and management No.2 is the sole Proprietor of the said concern. The said business concern is engaged in manufacturing, supply and service provider of superior quality range of shopping carry bags, corrugated boxes, reg boxes, corrugated paper rolls and packaging box, their designing and printing etc. with an annual turnover of more than ` 2 Crores and employees' strength of more than 25 people. It is stated that on 23.09.2020, the management terminated the services of the workman without giving any notice, retrenchment compensation and without following due process of law. The management simply handed over the cheque bearing No.055733 dated 23.09.2020 to the tune of ` 25,000/- to the workman. The workman accepted the same under protest but to no avail. It is averred that the management also got his signatures on some blank papers. The workman submitted that his services were terminated when in the first week of October, 2020, the marriage of his elder son was to be solemnized. His two sons and daughter were still unmarried and entire family is dependent upon him. His retrenchment is in violation of Section 25F, 25G & 25H of the ID Act and the same is wrong, illegal, arbitrary and against the principles of natural justice. It is further stated that while terminating the services of the workman, persons junior to him were retained and fresh persons have been appointed in his place. He has been in uninterrupted service since 15.10.2021 with a clean record. He has completed 240 days service in each calendar year. The management is guilty of committing unfair labour practice under the ID Act and not adhering to the Gratuity Act, Provident Fund Act and also guilty of violating the provisions of Minimum Wages Act as well as Payment of Wages Act. Having worked for 20 years, the

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workman is entitled to gratuity in terms of Gratuity Act. After his termination workman is not in any gainful employment. A prayer is made that termination of the workman be set aside and the workman be reinstated with continuity of service, full back wages and all consequential benefits.

3. Management appeared and contested the claim statement by filing written statement taking preliminary objections on the ground of maintainability as well as the workman having intentionally concealed the material facts.

4. On merits, it is admitted that the workman was working as Helper with the management and he was issued ESI card and he worked with utmost sincerity. It is denied that he joined the management on 15.10.2001. It is stated that he joined the management on 01.11.2004. It is denied that his services were terminated by the management. It is stated that workman on his own and voluntarily left the services of the management on 23.09.2020 on the ground of some family difficulty and he received his full & final from the management on the said date. The management paid ` 30,000/- i.e. ` 5,000/- in cash and ` 25,000/- through cheque No.055733 dated 23.09.2020 after adjusting his advance to the tune of ` 65,000/-. Nothing remains pending to be paid by the management. It is denied that the management has obtained the signatures of the workman forcibly on any blank papers. The workman has voluntarily left the service after accepting ` 30,000/- and he also got encashed the cheque. His services were never terminated, therefore, question of one month's notice and pay in lieu of notice period never arises. It is stated that last drawn wages of the workman were ` 12,000/- which was more than the prescribed rate of minimum wages applicable in the area of U.T. Chandigarh. It is denied that he was paid less amount of salary. It is denied that strength of the workers of the management was more than 25 people. It is denied that new appointment was made by the management. It is denied that the management had committed any unfair labour practice. A prayer was made for dismissal of the claim statement.

5. Replication was filed by the workman wherein he reiterated the contents of the claim statement and denied the averments made in the written statement by the management.

6. From the pleadings of the parties, following issues were framed vide order dated 29.11.2022 :-

1. Whether the termination of the workman is illegal ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and other consequential benefits ? OPW
3. Whether the demand notice is not maintainable ? OPM
4. Whether the workman has concealed the material facts ? OPM
5. Relief.

7. Thereafter, both the parties were called upon to lead their respective evidence.

8. In evidence of the workman, workman himself appeared as AW1 and tendered his duly sworn-in affidavit Exhibit 'AW1/A' and Learned Representative for the workman closed evidence in affirmative on behalf of the workman.

9. The management examined Upender Singh - Proprietor, M/s Modern Packagers as MW1 who tendered his duly sworn-in affidavit Exhibit 'MW1/A'. He also tendered in evidence documents i.e. Vouchers dated 05.06.2019, 23.06.2019, 07.07.2019, 23.07.2019, 10.08.2019, 26.08.2019, 18.09.2019, 25.09.2019 and 09.10.2019 towards advance payment to the workman **Exhibit 'M1'** to **Exhibit 'M19'** and Full & final settlement dated 23.09.2019 **Exhibit 'M10'.** Thereafter, the Learned Representative for the management closed the evidence.

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10. I have heard the arguments addressed by Learned Representatives for the parties and gone through the file carefully with their able assistance. My findings on the issues framed in this case are as follows :-

Issue No. 1 & 2-

11. Both these issues are taken up together, being interconnected and in order to avoid repetition. The workman is required to prove both these issues.

12. Learned Representative for the workman submitted that the workman had joined as Helper with the management and was in continuous service since 15.10.10.2021 till 23.09.2020. He argued that the management has terminated his services on 23.09.2020 without any rhyme & reason. On the other hand, Learned Representative for the management argued that the workman had joined the services of the management in the year 2004 and on 23.09.2020 he voluntarily resigned from the services.

13. However, before coming any logical conclusion, it is necessary to discussion the evidence led by both the parties.

14. As per record, the workman Mohammad Shakil Khan appeared in the witness box as AW1 and vide his affidavit Exhibit 'AW1/A' deposed that he had worked with the management continuously from 15.10.2001 and he had worked for 20 years with utmost sincerity with the management but on 23.09.2020, the management all of a sudden terminated his services without any prior notice or compensation and without following due process of law. He deposed that the management had handed over to him a cheque of ` 25,000/- dated 23.09.2020 and told him that he was no longer required in service. He specifically deposed that he protested the same but of no avail. The management got his signatures on blank papers while delivering the cheque. He deposed that he was unemployed. His services were terminated in the first week of October, 2020 when marriage of his elder son was to be solemnized. His two sons and daughter were still unmarried and entire family was dependent upon him. He deposed that he had put in 20 years of continuous service and completed 240 days in each calendar year. He was not paid full monthly wages and initially he was employed on salary of ` 1,100/- per month. He was paid only ` 5,000/- per month and the management was taking his signatures on blank vouchers and papers.

15. On the other hand, MW1 Upender Singh - Proprietor, M/s Modern Packagers vide his affidavit Exhibit 'MW1/A' deposed that the respondent-firm was a proprietorship firm and he was the Proprietor of the firm. The workman was working with him as Helper and he joined the management on 01.11.2004 and not on 15.10.2001. He deposed that the services of the workman were never terminated rather he has voluntarily resigned on 23.09.2020 due to some family difficulties and he received his full & final amount from the management. Out of an amount of ` 30,000/-, ` 25,000/- was paid vide cheque dated 23.09.2020 and the amount of ` 5,000/- was paid in cash after adjusting his advance payment of ` 65,000/- which he has taken from the management on different dates for his personal use. He denied that the signatures of the workman were taken on the blank papers. He further deposed that total strength of workers of the management never touched 20 and last drawn salary of the workman was ` 12,000/- which was more than the prescribed minimum rate applicable in the area of U.T. Chandigarh.

16. Admittedly, the workman was working as 'Helper' with the management. The workman has stated that he was working with the management since 15.10.2001 and he had worked for 20 years with the management. The management had submitted that the workman had joined with them on 01.11.2004 and not on 15.10.2001 as stated by the workman. It was the duty of the workman to establish by cogent evidence that he joined the management on 15.10.2001, however, he has not produced on record any document qua his employment with the management on 15.10.2001 and as such it raises an inference that he has never joined the management in the year 2001 as averred by him.

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17. It is the case of the workman that his services were terminated on 23.09.2020 by the management without giving any notice, retrenchment compensation and without following due process of law. MW1 Upender Singh on the other hand deposed that the services of the workman were never terminated rather he had voluntarily left the services on 23.09.2020 on the ground of some family difficulties and he was paid amount of ` 30,000/- in full & final settlement after adjusting his advance of payment of ` 65,000/- which he has taken from the management on different dates for his personal use. The workman while appearing as AW1 admitted that he was paid ` 25,000/- through cheque and the same was en-cashed by him. He further admitted that he used to get advance payment during tenure of his services and he admitted his signatures appended on the revenue stamps on the original receipts dated 05.06.2019, 25.06.2019 and 07.07.2019. The management has placed on record the vouchers showing advance payment to the workman Exhibit 'M1' to Exhibit 'M9' as well as document dated 23.09.2020 showing full & final settlement of accounts Exhibit 'M10'. Perusal of Exhibit 'M10' reveals that it bears the date 23.09.2020 and the same is addressed to the management. The workman during his cross-examination admitted that application dated 23.09.2020 bears his signatures at point 'A3'. Perusal of Exhibit 'M10' reveals that the same is addressed to Modern Packagers in which it is mentioned that the workman had left the services of the management on 23.09.2020 due to some family reasons and he was writing the said document out of his conscious mind and had received entire dues from the management and nothing was due payable to him. The said document Exhibit 'M10' clearly mentions that amount of ` 25,000/- was paid vide cheque No.055733 dated 23.07.2020 and ` 5,000/- paid in cash. It also bears the signatures of the witness namely 'Sumit'.

18. Learned Representative for the workman submitted that the workman has never submitted his resignation with the management rather his signatures were obtained on blank papers. Perusal of the cross-examination of the workman reveals that he had admitted his signatures on the application dated 23.09.2020. He had voluntarily stated before the Court in his oral testimony that his signatures were taken on blank papers, however, at the same time he never filed any complaint before any appropriate authority alleging that his signatures were obtained on blank papers. Further, it is also an admission on his part that he used to take advance payment during the tenure of his service.

19. It is the plea of the Learned Representative for the workman that the workman had never written voucher Exhibit 'M1' to Exhibit 'M9' as well application 23.09.2020 / Exhibit 'M10'. He argued that the said fact has been admitted by the management MW1 Upender Singh in his cross-examination. Admittedly MW1 during his cross-examination stated that contents of vouchers Exhibit 'M1' to Exhibit 'M10' were not written by the workman, the same were written by the Accountant of the management. However, the workman had admitted his signatures on the application dated 23.09.2020 / Exhibit 'M10'. He had further admitted his signatures on revenue stamps of some vouchers vide which he has received the advance payments. It is an admission on the part of the workman that he has never filed any complaint alleging that his signatures were obtained on the blank papers by the management. The workman had not led any evidence to establish the fact that the management had taken his signatures on blank papers. The letter dated 23.09.2020 / Exhibit 'M10' bears the signatures of one witness namely Sumit. The workman had every opportunity to produce and examine the said 'Sumit' as a witness to prove that he was never aware about the contents of the application dated 23.09.2020 / Exhibit 'M10' and he has never received ` 5,000/- in cash as offered by the management. However, the workman has miserably failed in that regard. No cogent and convincing evidence has been led by the workman in support of his contention that his signatures were obtained by the management on blank papers. The workman has admitted his signatures on letter dated 23.09.2020 / Exhibit 'M10'. Admittedly cheque dated 23.09.2020 has also been got en-cashed by him. Letter / Exhibit 'M10' does not mention that the said cheque and amount of ` 5,000/- in cash was received by him under protest. Further, there is nothing on record to show that he has ever offered to return the cheque amount or the cash received by him.

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20. It is also the contention of the workman that annual turn-over of the management was more than ` 2 Crores with an employees' strength of 25 people. MW1 has stated that employees' strength of the firm had never touched 20. MW1 Upender Singh has produced on record the balance sheets for the period 2019-20 & 2020-21 / Exhibit 'MX1' & Exhibit 'MX2' respectively. He has brought the record of attendance register of workers since March, 2020 to December, 2020 Exhibit 'MX'. The balance sheet of the management as on March 31, 2020 / Exhibit 'MX1' shows the total assets including fixed assets, current assets and liquid assets to the tune of ` 1,06,11,556/-. The balance sheet as on March 31, 2021 / Exhibit 'MX2' shows the assets of the management less than ` 1 Crore. Similarly, Exhibit 'MX' does not show the employees' strength of 25 workers at any point of time.

21. It is the contention of the Learned Representative for the workman that the services of the workman were terminated without giving any notice, retrenchment compensation and without following due process of law. He argued that the workman has completed 240 days in each calendar year of his service and the management failed to comply with the provisions of Section 25F of the ID Act. However, from oral as well as documentary evidence on record, it has come to the light that the workman had not disputed his signatures on the application dated 23.09.2020 / Exhibit 'M10' and he had got en-cashed amount of ` 25,000/- which was received by him. The entire facts & circumstances of the case make the Court to believe and come to the conclusion that the workman has resigned from the services of the management at his own and therefore provisions of Section 25F of the ID Act are not attracted in this case. Accordingly, issue No.1 & 2 are decided against the workman and in favour of the management.

Issue No. 3 & 4 :-

22. Onus to prove both these issues laid upon the management. Learned Representative for the management has not pressed these issues during the course of arguments. Accordingly, both these issues are decided against the management.

Relief :-

23. In the view of foregoing finding on issues No.1 &2 above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . .,
(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.

Dated : The 18th July, 2025

Secretary Labour,
Chandigarh Administration.

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CHANGED OF NAME

I, B S Khosla *alias* Bhupinder Singh S/o Harpal Singh R/o # 1200, Sector 43-B, Chandigarh, have changed my name to Bhupinder Singh Khosla.

[1492-1]

I, Diya Ram S/o Kalhiya R/o 769, Pandit Din Dayal Upadhyay Complex, Ind. Area, Phase-1, Chandigarh, have changed my name to Daya Ram.

[1493-1]

I, Jishan Ali S/o Munshi R/o 1154, Kumhar Mohalla, Sector 45, Burail Post Office Sector 47, district Chandigarh, have changed my name from Jishan Ali to Jeeshan.

[1494-1]

I, Ram Murti Verma S/o Ram Khilawan R/o House no. 256, Daria, Chandigarh, have changed my name from Ram Murti Verma to Ram Mirtu Verma.

[1495-1]

I, Dharmveer Sharma S/o Harpal Singh R/o 160, Vill. Raipur Khurd P.O. Behlana Near Old Airport, Chandigarh, have changed my name from Dharmveer Sharma to Dharmveer Singh and shall henceforth be known as such.

[1496-1]

I, Pooja W/o Sunil Kumar R/o House No. 2111, Vikas Nagar, Mauli Jagran Chandigarh, have changed my name from Pooja to Pooja Sharma.

[1497-1]

I, Davinder Kumar Bhandari S/o S.K. Bhandari R/o 2872, Sector 38-C, Chandigarh, have changed my name from Davinder Kumar Bhandari to Davinder Bhandari.

[1498-1]

I, Sonvir S/o Man Singh R/o House No. 326, Bachanaram Kaimbwala, Chandigarh, have changed my name from Sonvir to Somveer.

[1499-1]

I, Vijay S/o Pritam Singh R/o # 711, Sector 38-A, Chandigarh, have changed my name to Vijay Kumar.

[1500-1]

I, Nishu D/o Santosh R/o # 339, Kaimbwala Chandigarh, have changed my name to Nisha.

[1501-1]

I, Kuldeep Sharma S/o Om Parkash # 3163, Sector 45-D, Chandigarh, have changed my name to Kuldip Kumar Sharma.

[1502-1]

I, Rajesh Kumar S/o Chiddi Lal R/o H. No. 283, Kajheri, Sector 52, Chandigarh, changed my name Rajesh Kumar to Raju.

[1503-1]

I, Sunil Kumar S/o Piyare Lal R/o House No. 2111, Vikas Nagar, Mauli Jagran Chandigarh, have changed my minor daughter name from Tarz Gagat to Taraz Gagat.

[1504-1]

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I, Gurjant Singh S/o Sh. Rajinder Singh R/o House No. 2317, Sector 37-C, Chandigarh, declares that I have changed my son's name from Amarjot Singh to Amritjot Singh.

[1505-1]

I, Neha Sharma W/o Varun Sandal R/o House No 3471, Sai Enclave, Sector 49-D, Chandigarh, have changed my name from Neha Sharma to Nitya Sandal.

[1506-1]

eSa ohukHkqt iRuh Jhmuhpa] fuoklh edku la[;k C-139, ikWo vkWQ 14] lSDVj&14] pafMx<+ ;wVh }kjk ?kksf"kr djrh gwa fd eSaus viuk uke ohuk lscnydj ohukHkqt dj fy;k gSA Mh;ksM djsaA

[1507-1]

I, Shikha Shari Sharma W/o Gunjan Sharma R/o # 1645, Pushpac Society, Sector 49-B, Chandigarh, have changed my name to Shikha Sharma.

[1508-1]

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